

D.U.P. NO. 93-44

STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE DIRECTOR OF UNFAIR PRACTICES

In the Matter of

EVESHAM TOWNSHIP BOARD OF EDUCATION,

Respondent,

-and-

Docket No. CO-93-298

EVESHAM TOWNSHIP ADMINISTRATORS  
ASSOCIATION,

Charging Party.

SYNOPSIS

The Director of Unfair Practices dismisses an unfair practice charge filed by the Evesham Township Administrator's Association against the Evesham Township Board of Education, alleging that the Board violated the Act by failing to place an individual on the appropriate column of the salary guide, pursuant to the parties' collective bargaining agreement. The Director finds that under Human Services, the charge cannot amount to an unfair practice under the Act.

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Appearances:

For the Respondent,  
Capehart & Scatchard, attorneys  
(Alan R. Schmoll, of counsel)

For the Charging Party,  
Lake & Schwartz, attorneys  
(Robert M. Schwartz, of counsel)

REFUSAL TO ISSUE COMPLAINT

On February 25, 1993, the Evesham Township Administrators Association filed an unfair practice charge with the Public Employment Relations Commission against the Evesham Township Board of Education. The charge alleges that the Board violated the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., specifically, subsections 5.4(a)(1), (3) and (5)<sup>1/</sup> by failing to

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<sup>1/</sup> These subsections prohibit public employers, their representatives or agents from: "(1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act. (3) Discriminating in

place Elaine Daniel on the appropriate column of the salary guide, pursuant to the parties' collective bargaining agreement.

The Board asserts that this dispute is one involving contractual interpretation and, accordingly, the Commission does not have jurisdiction over the matter.

In State of New Jersey (Dept. of Human Services), P.E.R.C. No. 84-148, 10 NJPER 419 (¶15191 1984), the Commission held that allegations setting forth at most a mere breach of contract do not warrant the exercise of the Commission's unfair practice jurisdiction. Here, the Association is merely asserting a breach of the parties' collective agreement agreement. Under Human Services, this cannot amount to an unfair practice under the Act. See also City of Brigantine, P.E.R.C. No. 92-123, 18 NJPER 357 (¶23154 1992).


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1/ Footnote Continued From Previous Page

regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act. (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative."

Therefore, I find that the Commission's complaint issuance standard has not been met and refuse to issue a complaint on the allegations of this charge.<sup>2/</sup> Accordingly, the charge is dismissed.

BY ORDER OF THE DIRECTOR  
OF UNFAIR PRACTICES

  
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Edmund G. Gerber, Director

DATED: June 28, 1993  
Trenton, New Jersey

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<sup>2/</sup> N.J.A.C. 19:14-2.3.